



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/698,491	10/27/2000	Nereida Maria Menendez	285277-00015	6433

7590 12/05/2003

Kirk D. Houser
Eckert Seamans Cherin & Mellott, LLC
44th Floor
600 Grant Street
Pittsburgh, PA 15219

EXAMINER

VIG, NARESH

ART UNIT	PAPER NUMBER
----------	--------------

3629

DATE MAILED: 12/05/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/698,491

Applicant(s)

MENENDEZ ET AL.

Examiner

Naresh Vig

Art Unit

3629

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 12 September 2003.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-73 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-73 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. §§ 119 and 120

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 13) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application) since a specific reference was included in the first sentence of the specification or in an Application Data Sheet. 37 CFR 1.78.
- a) ☐ The translation of the foreign language provisional application has been received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121 since a specific reference was included in the first sentence of the specification or in an Application Data Sheet. 37 CFR 1.78.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449) Paper No(s) 8, 10.
- 4) ☐ Interview Summary (PTO-413) Paper No(s). _____.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____.

DETAILED ACTION

This is in reference to response received on 12 September 2003 to the office action mailed on 23 May 2003. There are 73 claims, claims 1 – 73 pending for examination.

Response to Arguments

Applicant's arguments with respect to claims 1 – 73 have been considered but are moot in view of the new ground(s) of rejection.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1 – 9, 11 – 26, 28 – 32, 36 – 60 and 65 – 73 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car hereinafter known as Avis.

Regarding claims 1, 38, 43 and 49 Hertz discloses system and method for completing a rental agreement online over the internet (client accesses Hertz server using their client system). Hertz discloses:

entering reservation-related information and rental-related information for an item or service, said entering step entering rental-related information without employing a master rental agreement [page 61] or, at least some of said rental-related information from a master rental agreement and allowing modification of said information from the master rental agreement for rental of said item or service without modifying the master rental agreement [page 27, 17];

Providing a reservation for said item or service based at least in part upon said reservation-related information [page 22];

Creating and displaying a rental proposal based upon said reservation and said rental-related information [page 67, 68];

Accepting said rental proposal online [page 69]; and

Hertz does not disclose displaying a rental agreement based upon said accepted rental proposal. However, Avis discloses displaying a rental agreement based upon said accepted rental proposal [page 10]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as

taught by Avis to provide confirmation message to customer, allow customer to verify information etc.

Regarding claim 2, Hertz discloses entering rental-related information without employing a master rental agreement [page 62].

Regarding claim 3, Hertz discloses manually entering rental-related information online [page 62].

Regarding claim 4, Hertz discloses entering at least some of said rental-related information from a master rental agreement [page 17, 27]; and

allowing modification of said information from the master rental agreement for rental of said item or service without modifying the master rental agreement [page 27].

Regarding claim 5, Hertz discloses entering at least one of a member identification and a user name to identify said master rental agreement [page 21].

Regarding claim 6, Hertz discloses:

maintaining a history of rental information for prior rentals by a user (Hertz allows users to retrieve reservations) [page 22];

entering information from an identification of a user [page 21]; and

entering at least some of said rental-related information from the history based upon said information from an identification of a user without employing a master rental agreement [page 17, 21, 27].

Regarding claim 7, Hertz discloses employing a driver's license as said identification [page 9].

Regarding claim 8, Hertz does not disclose provisionally entering at least some of said rental-related information from the history. However, Hertz discloses you can use information (including the credit card number) contained in your rental profile (information stored on Hertz system, i.e. history). Also, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that business are known to use cookies to track customer actions on their sites to generate market information, partially fill online forms etc. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to use previously stored information to enter information on online reservation form to

automate the system, make the system user friendly by minimizing user to type the same information every time they make a reservation.

Regarding claim 9, Hertz discloses to allow customers modifying at least some of said provisionally entered at least some of said rental-related information from the history [page 17, 22, 27].

Regarding claims 11, 42, 46 and 50, Hertz discloses renting a vehicle under said rental agreement [pages 9 – 15].

Regarding claim 12, Hertz discloses providing time and location information regarding a vehicle rental in said reservation-related information [page 67].

Regarding claim 13, Hertz discloses employing at least some of pick-up location, pick-up date, pick-up time, drop-off location, drop-off date, and drop-off time as said time and location information [page 67].

Regarding claim 14, Hertz discloses providing arrival information in said rental-related information [page 65].

Regarding claim 15, providing rental rate requests in said reservation-related information [page 62].

Regarding claim 16, Hertz discloses selecting a vehicle for reservation in said reservation-related information [page 65].

Regarding claim 17, Hertz discloses selecting a capacity of said vehicle in said reservation-related information [page 25, 25].

Regarding claim 18, Hertz discloses employing at least one of luggage capacity and passenger capacity as said capacity of said vehicle [page 25].

Regarding claim 19, Hertz discloses displaying at least one of an image of said vehicle, a class of said vehicle, and a rental price for said vehicle prior to said step of selecting a capacity of said vehicle [page 24].

Regarding claim 20, Hertz does not disclose providing information regarding a user in rental-related information. However, Avis discloses providing information regarding a user in rental-related information [page 10]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to display user information in rental-information to provide complete rental details, allow user to verify reservation information etc.

Regarding claim 21, Hertz discloses employing at least one of e-mail address, telephone number, residence, driver's license information, travel contact information, and frequent flyer information in said information regarding a user [page 65].

Regarding claim 22, Hertz discloses displaying instructions for a user at a rental facility in said rental agreement [page 67].

Art Unit: 3629

Regarding claim 23, Hertz discloses:

employing a plurality of different rental facilities [page 63, 64];

selecting one of said rental facilities [page 64]; and

dynamically providing said instructions based upon the selected one of said rental facilities [page 65].

Regarding claim 24, Hertz does not disclose displaying a rental confirmation in said rental agreement. However, Avis discloses displaying rental confirmation [page 10]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to inform customer that the transaction was successful.

Regarding claim 25, Hertz discloses employing optional information in said rental-related information [page 66, 67].

Regarding claim 26, Hertz discloses:

selecting at least one of a plurality of rental options in said optional information [page 66]; and

Art Unit: 3629

Hertz does not disclose updating rental cost information based upon said selected rental options. However, Avis discloses updating rental cost information based upon selected rental option [page 6]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to help customer understand what would be the total cost of rentals based upon customer selection.

Regarding claim 28, Hertz discloses employing at least one of insurance coverage and prepaid fuel in said optional information [page 11].

Regarding claim 29, Hertz discloses employing at least one of collision damage waiver and extended insurance in said insurance coverage [page 34].

Regarding claim 30, Hertz discloses employing at least one of an additional driver, an underage driver, collision damage insurance protection, extended insurance protection, prepaid fuel, a child safety seat, and a stroller in said optional information [page 34].

Regarding claim 31, Hertz discloses displaying rental pricing information in said rental proposal [page 67].

Regarding claim 32, Hertz discloses displaying rental terms and conditions in said rental proposal [page 67].

Regarding claim 36, Hertz discloses modifying said rental agreement [page 11].

Regarding claim 37, Hertz discloses modifying said reservation [page 17].

Regarding claim 39, Hertz discloses:

including terms and conditions in the rental proposal [page 67];

displaying an object [page 24];

selecting said displayed object to accept said terms and conditions [page 25, 67];

Hertz does not disclose including said terms and conditions in the rental agreement. However Hertz discloses terms and conditions for renting a vehicle [page 8 – 11], and also, Hertz discloses terms and conditions in the proposal. Hertz discloses that if the customer wishes to confirm this reservation (proposal), then click reserve

Art Unit: 3629

(generate agreement). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made that Hertz includes terms and conditions of the proposal into the agreement when the customer clicks reserve to include the contents of the proposal in its entirety and create a binding agreement.

Regarding claim 40, Hertz does not disclose generating the rental agreement at the server system based upon accepted rental proposal. However, Hertz discloses that if the customer wishes to confirm this reservation (proposal), then click reserve (generate agreement). Avis discloses generating agreement based upon accepted rental proposal [page 12]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to include the contents of the proposal in its entirety and create a binding agreement.

Regarding claim 41, Hertz does not disclose displaying a rental agreement (generated at Hertz server and displayed on customer system). However, Avis discloses displaying a rental agreement generated on Avis system and displayed on customer system. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to provide confirmation message to customer (generated at Hertz server), allow customer to verify information (review agreement displayed on client system) etc.

Regarding claim 44, Hertz discloses display component is a browser, which displays said rental proposal [page 67].

Regarding claims 45, 48, Hertz discloses communication component receives an HTML document provided by the server system; and wherein said processor component processes said HTML document for display by said display component [page 67].

Regarding claim 47, Hertz discloses item is a vehicle [page 24].

Regarding claim 51, Hertz discloses vehicle is a land based vehicle [page 24].

Regarding claim 52, Hertz discloses vehicle is a land based vehicle is a car [page 24].

Regarding claims 53 and 55, Hertz discloses system and method for rental reservation over the internet:

entering first information pertaining to a reservation of an item or service, and second information pertaining to a rental of said item or service, said entering step entering [page 61], or, at least some of said second information from a master rental agreement and allowing modification of said second information from the master rental agreement for rental of said item or service without modifying the master rental agreement [page 27, 17];

sending said first and second information to the server system, and, receiving from said server system a rental proposal responsive to said sent first and second information; displaying said rental proposal [page 67];

accepting said rental proposal [page 68, 69]; and

Hertz does not disclose sending said acceptance to the server system, in order to complete the rental agreement online. However, Avis discloses sending acceptance to server system to complete rental agreement online [page 10]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to automate the transaction processing etc.

Regarding claim 54, Hertz discloses system and method for rental reservation over the internet:

storing information for a plurality of items or services [page 24, 65];

Art Unit: 3629

receiving from the client system first information pertaining to a reservation of an item or service, and second information pertaining to a rental of said item or service [pages 62 – 66];

retrieving the stored information for said items or services [page 65];

generating a rental proposal based upon said reservation and said received second information, said generating step generating said rental proposal without employing a master rental agreement [page 61], or, employing at least some of said second information from a master rental agreement and allowing modification of said second information from the master rental agreement for rental of said item or service without modifying the master rental agreement [page 27, 17];

sending the rental proposal to the client system [page 67];

receiving an acceptance of the rental proposal from the client system, in order to complete the rental agreement online [page 68, 69].

Hertz does not disclose providing a reservation based at least in part upon said first information and the retrieved stored information. However, Avis providing a reservation based at least in part upon said first information and the retrieved stored information [page 10]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to automate the transaction processing etc.

Art Unit: 3629

Regarding claims 56 and 57, Hertz discloses communication sub-system is a global communication network (Hertz provides access over the internet).

Regarding claim 58, Hertz discloses a web page for displaying said rental proposal [page 67].

Regarding claim 59, Hertz discloses items are vehicles; and wherein said display component employs a web page for selecting one of said vehicles [page 24].

Regarding claim 60, Hertz in view of Avis does not disclose communication sub-system includes a global communication network employing an ATM protocol. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a business choice to elect a networking protocol to meet business requirements. A business can provide access to their web server over the internet using Frame Relay, ATM, X.25 etc. networking protocols to provide connectivity to their customers. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made that Hertz can use ATM protocol to provide connectivity to take advantage of fast link like DS-3, OC-3 etc.

Regarding claim 65, Hertz in view of Avis does not disclose communication sub-system includes a global communication network employing an ATM protocol. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a business choice to elect a networking protocol to meet business requirements. A business can provide access to their web server over the internet using Frame Relay, ATM, X.25 etc. networking protocols to provide connectivity to their customers. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made that Hertz can use ATM protocol to provide connectivity to take advantage of fast link like DS-3, OC-3 etc.

Hertz in view of Avis does not disclose firewall. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that business are know to install firewall for securing their system from hackers. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to use firewall when implementing Hertz system and method to secure the system, prevent data loss, minimize hacking etc.

Regarding claim 66, Hertz discloses:

entering reservation-related information and rental-related information for an item or service, said entering step entering rental-related information without employing a master rental agreement [page 61] or, at least some of said rental-related information

Art Unit: 3629

from a master rental agreement and allowing modification of said information from the master rental agreement for rental of said item or service without modifying the master rental agreement [page 27, 17];

Providing a reservation for said item or service based at least in part upon said reservation-related information [page 22];

Creating and displaying a rental proposal based upon said reservation and said rental-related information [page 67, 68];

Accepting said rental proposal online [page 69];

going to a rental counter before obtaining said item or service for rental (page 9).

Hertz does not disclose displaying a rental agreement based upon said accepted rental proposal. However, Avis discloses displaying a rental agreement based upon said accepted rental proposal [page 10]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to provide confirmation message to customer, allow customer to verify information etc.

Regarding claim 67, Hertz discloses:

displaying said rental proposal at a client system [page 67]; and

accepting said rental proposal at said client system [page 68, 69]

Art Unit: 3629

Regarding claim 68, Hertz discloses renting a vehicle as said item or service [page 24].

Regarding claim 69, Hertz discloses going to the rental counter to obtain an optional item before obtaining said vehicle for rental [page 11].

Regarding claim 70, Hertz does not disclose going to counter to obtain optional item (e.g. stroller, cell phone etc.). However, it would have been obvious to one of ordinary skill in the art at the time the invention was made that vehicle rental companies do not keep optional items in the vehicle to minimize theft of these items.

Regarding claim 71, Hertz does not disclose providing expedited service rental counter and allocating vehicles at rental counter. Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that Hertz rental locations there are priority service counters, and, the vehicle are assigned at the rental counter.

Art Unit: 3629

Regarding claim 72, Hertz does not disclose to display the rental agreement at the rental counter. Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that Hertz shows rental agreement to the customer, get their initials and signatures, settle payment etc.

Regarding claim 73, Hertz discloses entering said reservation-related information and said rental related information by employing at least one of a telephone, a global communication network, and electronic mail [page 65].

Claims 10 and 61 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporatoin hereinafter known as Hertz in view of Avis Rent A Car hereinafter known as Avis and further in view of an article "Dollar Rent A Car introduced "Dollar® Travel Center " by Kiosk.com hereinafter known as KioskCom.

Regarding claim 10, Hertz does not disclose using Kiosks. KioskCom discloses that Dollar Rent A Car introduced "Dollar® Travel Center and interactive kiosk providing helpful travel information at airports. By touch, customers can make air, hotel and Dollar Rent A Car reservations (display and accept rental proposals). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to

modify Hertz as taught by KioskCom to provide system access at plurality of locations for the convenience of the customers.

Regarding claim 61, Hertz in view of Avis does not disclose communication sub-system includes a global communication network employing an ATM protocol. However, Official notice it taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a business choice to elect a networking protocol to meet business requirements. A business can provide access to their web server over the internet using Frame Relay, ATM, X.25 etc. networking protocols to provide connectivity to their customers. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made that Hertz can use ATM protocol to provide connectivity to take advantage of lower speed link like T-1 etc.

Hertz does not disclose using Kiosks. KioskCom discloses that Dollar Rent A Car introduced "Dollar® Travel Center" and interactive kiosk providing helpful travel information at airports. By touch, customers can make air, hotel and Dollar Rent A Car reservations (display and accept rental proposals). Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by KioskCom to provide system access at plurality of locations for the convenience of the customers.

Claims 27, 33 and 62 - 64 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car hereinafter known as Avis and further in view of Cupps et al. US Patent 5,991,739 hereinafter known as Cupps.

Regarding claims 27 and 63, Hertz does not disclose recalculating said rental cost information. However, Avis discloses recalculating rental cost information. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz as taught by Avis to help customer understand what would be the total cost of rentals based upon customer selection.

Hertz in view of Avis does not disclose sending a corresponding transaction to a mainframe computer. Official notice is taken that it would have been obvious to one of ordinary skill in the art at the time the invention was made that it is a business choice to select what computer technology to use to implement business system and method. Cupps disclose online ordering system. Cupps discloses that the system can be implemented on main frame [col. 4, lines 17 – 20]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to use computer system like PC, workstation, mid-range computers, mainframe computer etc. to archive reservation information as disclosed by both Hertz and Avis.

Art Unit: 3629

Regarding claim 33, Hertz in view of Avis does not disclose sending an e-mail message to confirm said reservation after entering said reservation-related information and providing said reservation. However, Cupps discloses notification to the customer can be by an email message, or other communication medium. In addition, Cupps discloses that it is known that emails can be used to place an order [col. 1, lines 25 – 29]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by Cupps to send the rental information to the customer via an email to expeditiously send confirmation message to customer and save on postage charges.

Regarding claim 62, Hertz in view of Avis does not disclose processor component is a web server, and wherein said data storage component is a database server. However, Cupps discloses The online ordering machine is a Web server [col. 2, lines 41 – 42], which comprises web capabilities, database capabilities, IVR capabilities etc. [Fig. 2]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by Cupps to provide internet access of the system and method to their customers.

Regarding claim 64, Hertz discloses

display component includes a browser for displaying portions of said web site [page 67];

entry component (keyboard, mouse, data entry screen), processor component (computer) and communication component (network connectivity) of said client sub-system cooperate to send said first information as reservation-related information to said web site (Hertz web site), to send said second information as rental-related information to said web site (Hertz web site), and to receive said rental proposal from said web site [page 67]; and wherein said display component displays said received rental proposal [page 67].

Hertz in view of Avis does not disclose web server for a web site. However, Cupps discloses The online ordering machine is a Web server [col. 2, lines 41 – 42], which comprises web capabilities, database capabilities, IVR capabilities etc. [Fig. 2]. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis as taught by Cupps to provide internet access of the system and method to their customers.

Claims 34 and 35 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis Rent A Car hereinafter known as Avis and further in view of Cupps et al. US Patent 5,991,739 hereinafter known as Cupps and an email by Markbaur titled "URL for VR's new owners?" hereinafter known as Markbaur

Regarding claim 34, Hertz in view of Avis and Cupps does not disclose entering said rental-related information (information at a remote location) after receiving said e-mail message. However, MarkBaur discloses access to information at remote location after receiving of e-mail message. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis and Cupps as taught by MarkBaur by providing access to information at a remote location after receiving e-mail message to minimize user typing the URL to access the information, to expedite user getting access to the information.

Regarding claim 35, Hertz in view of Avis and Cupps does not disclose linking from said e-mail message to a web page to complete said rental agreement. However, MarkBaur discloses access to information at remote location after receiving of e-mail message. Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify Hertz in view of Avis and Cupps as taught by MarkBaur by providing access to information at a remote location after receiving e-mail

Art Unit: 3629

message to minimize user typing the URL to access the information, to expedite user getting access to the information.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

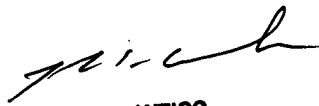
1. Email by Choi, Junho
2. Gnatsweb URL in email messages?
3. Information on ANC Rental Corporation

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Naresh Vig whose telephone number is 703.305.3372. The examiner can normally be reached on M-F 7:30 - 5:00 (Alt Friday off).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on 703.308.2702. The fax phone number for the organization where this application or proceeding is assigned is (703) 872-9306.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703.305.3900.

Naresh Vig
December 1, 2003


JOHN G. WEISS
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 3600